

Sample Contract.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE TIMBER SALE CONTRACT (Applicable to Sales to be Measured before Felling)		Name of Purchaser	
National Forest Chattahoochee/Oconee	Ranger District Chattooga River	Region Southern	Contract Number
Sale Name Bynum Branch		Award Date	Termination Date 06/01/2017

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and _____ hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT - Specific Conditions, BT - Standard Provisions, and CT - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

Two Witnesses:^{1/}

By: _____
Contracting Officer

(Name)

(Title)

By: _____^{2/}
(Purchaser)

(Address)

(Name)

(Title)

(Address)

(Business Address)

I, ^{3/} _____, certify that I am the _____
Secretary of the corporation named as Purchaser herein; that _____
who signed this contract on behalf of Purchaser, was then _____
of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is
within the scope of its corporate powers.

**CORPORATE
SEAL** ^{4/}

INSTRUCTIONS:

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/

Subcontractor Certification
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Timber Sale Name: _____
National Forest: _____

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: _____
Business Address: _____

Date_____
Signature

1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

The following conditions apply to the indicated portions of Division BT - Standard Provisions issued June 2006.

AT1 - Location and Area, applicable to BT1.1

This Sale Area of 300 acres more or less is located in:
From the Chattooga River District Office, go north on Hwy 441S. towards Clayton. Right at light on Rickman St. then Right on Warwoman Rd for approximately 9 miles to Willis Knob Rd. (FS 157) for 5.6 miles into the unit.

AT2 - Volume Estimate and Utilization Standards, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Hardwoods	Sawtimber	unestimated	CCF	13.0	1.5	8	8.0	30
Southern Yellow Pine	Sawtimber	unestimated	CCF	13.0	1.5	8	6.3	30
Combined Hardwoods	Non-Saw	72.00	CCF	5.0	1	15	3.5	N/A
Combined Softwoods	Non-Saw	1,933.00	CCF	5.0	1	15	3.5	N/A
Timber Subject to Agreement under CT2.11#								
Hardwoods	Sawtimber	unestimated	CCF	13.0	1.5	8	8.0	30
Southern Yellow Pine	Sawtimber	unestimated	CCF	13.0	1.5	8	6.3	30
Total Quantity		2,005.00	CCF					

* Quantities not included here are described in BT2.4.

AT3- Timber Designations, applicable to BT2.3; acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)		
Specified Road Clearing (BT2.32)		
Overstory Removal Units (BT2.33)		
Understory Removal Units (BT2.34)		
Individual Trees (BT2.35)		85
Incompletely Measured Payment Units (BT2.36)		

AT4 - Timber Payment Rates, applicable to BT3.1 and BT4.0

AT4a - For Species and Products to be Paid for at Rates Escalated under BT3.2

Not Applicable

AT4b- For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal \$
Hardwoods	Sawtimber	CCF	5.00	43.70			.00
Southern Yellow Pine	Sawtimber	CCF	5.00	35.41			.00
Combined Hardwoods	Non-Saw	CCF	1.00	1.00			.00
Combined Softwoods	Non-Saw	CCF	1.00	9.21			.00
Timber Subject to Agreement under CT2.11#							
Hardwoods	Sawtimber	CCF	5.00	43.70			
Southern Yellow Pine	Sawtimber	CCF	5.00	35.41			

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

AT4c - Schedule of Payment Units

Pay- ment Unit No.	App rox. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
01	23			Hardwoods Sawtimber 0.00 CCF		.00
				Southern Yellow Pine Sawtimber 0.00 CCF		
				Combined Non-Saw 48.00 CCF		
				Hardwoods		
				Combined Softwoods Non-Saw 643.00 CCF		
			Total PU Quantity And Value 691.00 CCF			
02	34			Combined Non-Saw 18.00 CCF		.00
				Hardwoods		
				Combined Softwoods Non-Saw 555.00 CCF		
				Total PU Quantity And Value 573.00 CCF		
03	28			Combined Non-Saw 6.00 CCF		.00
				Hardwoods		
				Combined Softwoods Non-Saw 735.00 CCF		
				Total PU Quantity And Value 741.00 CCF		

The following definitions are established for the terms used in AT4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under BT3.31, BT3.32, or BT3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT5.32#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

AT5 - Indices Used in Quarterly Adjustment, applicable to BT3.2

Not Applicable

AT6 - High Stumps, applicable to BT6.412

Species	Product	Maximum Stump Height (inches)
All	Sawtimber	12
All	Non-Saw	6

AT7 - Specified Roads, applicable to BT5.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
157	GOLD MINE (WILLIS KNOB) (R) (segment 0 to .25)	Single Lane - 10 mph	.16 / .25	1 12/16/2013	FS	FS	FS BC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to BT5.212.

AT8 - Forest Service Engineering Completion Schedule, applicable to BT5.21

Road No.	Road Name	Type of Work	Completion Date
157	GOLD MINE (WILLIS KNOB) (R) (segment 0 to .25)	Survey and Design and Construction Stakin	12/16/2014

AT9 - Fire Precautionary Period, applicable to BT7.2

January 01 to December 31, inclusive

AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to BT7.3

Within 25 road miles

Fire Suppression Reinforcement, applicable to BT7.312 and BT7.313

Within 50 road miles

AT11 - Purchaser's Obligation per Operations Fire, applicable to BT7.41

Maximum Amount: \$ \$2,000

AT12 - Termination Date, applicable to BT8.2

June 01, 2017

AT13 - Normal Operating Season, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

First Period: March 15 to December 15, inclusive

Second Period: _____ to _____, inclusive

AT14 - Performance Bond, applicable to BT9.1

Performance Bond Amount: _____

AT15 - Downpayment, applicable to BT4.211

Downpayment Amount: _____

AT16 - Periodic Payment Amount, applicable to BT4.213

	Periodic Payment Determination Date	Amount
Initial Payment:	March 09, 2016	_____
Additional Payment:	July 31, 2016	_____

AT17 - Market-Related Contract Term Addition Producer Price Index, applicable to BT8.212Index Name: Wood Chips Index Number: 211135**AT18 - Inapplicable Standard Provisions**

The following listed Sections, Subsections, or Items of Division BT - Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

BT4.211	DOWNPAYMENT
BT4.4	PAYMENTS NOT RECEIVED
BT6.81	PRODUCT IDENTIFICATION
BT8.212	MARKET-RELATED CONTRACT TERM ADDITION

AT19 - List of Special Provisions

The following listed special provisions are attached to and made a part of this contract as Division CT. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

CT2.11#	TIMBER SUBJECT TO AGREEMENT (06/1972)
CT2.2	UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2002)
CT2.302#	PAYMENT UNIT BOUNDARIES (09/2004)
CT2.351#	DESIGNATION BY SPACING (06/2012)
CT4.211	DOWNPAYMENT (06/2007)
CT4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
CT4.4	PAYMENTS NOT RECEIVED (08/2012)
CT5.13#	ROAD COMPLETION DATE (04/2004)
CT5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
CT6.3#	SCHEDULE FOR RELEASE OF PAYMENT UNITS (08/2001)
CT6.401#	CONDUCT OF LOGGING (09/2004)
CT6.601#	REVEGETATION PLAN AND SPECIFICATIONS (08/2006)
CT6.63#	TEMPORARY ROADS (08/2004)
CT6.7#	SLASH TREATMENT (08/2004)
CT6.8	MEASURING (08/2001)
CT7.201	TRUCK, TRACTOR AND POWER SAW MUFFLERS (08/2001)
CT7.202#	FIRE FIGHTING EQUIPMENT (08/2001)
CT7.22	EMERGENCY FIRE PRECAUTIONS (08/2001)
CT8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
CT8.23#	ADDITION OF NET GROWTH (08/2004)

Sale Name: Bynum Branch

Contract No:

CT8.71

TRIPARTITE LAND EXCHANGE (04/1999)

CT2.11# - TIMBER SUBJECT TO AGREEMENT (06/1972)

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
Southern Yellow Pine	Sawtimber
Hardwoods	Sawtimber

that shall be Included Timber upon written agreement.

CT2.302# - PAYMENT UNIT BOUNDARIES (09/2004)

The boundaries of Payment Units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Table CT2.302# - Payment Unit Boundaries, Payment Unit Boundary Designation Table

Table CT2.302# - Payment Unit Boundaries

Payment Unit	Paint Color	Designation
All Units	Orange	<p>-Boundary line trees are marked at DBH with three (3) horizontal slash marks and a spot at ground level with the DBH level marks facing into the interior of the Payment Unit.</p> <p>-Yellow boundary posters with sale name and Payment Unit are stapled to boundary trees and face outward at locations where the Payment Unit boundary intersects or coincides with a road going into unit.</p>

Sale Name: Bynum Branch

CT2.351# - DESIGNATION BY SPACING (06/2012)

Payment Units with Designation by Spacing are shown on Sale Area Map. The manner in which trees are to be cut or left is described as follows:

See Table CT2.351# - Designation by Spacing

Table CT2.351# – DESIGNATION BY SPACING. (6/12) Payment Units with Designation by Spacing are shown on Sale Area Map. The manner as to which trees are to be cut or left is described as follows:

Payment Unit(s) : 01 - 03

All **Live pine and hardwood** trees, except trees Marked with **orange** paint or described below to be left uncut, that meet Utilization Standards and one or more of the following criteria are designated for cutting.

- (a) The tree is within **13** feet of a **live pine or hardwood** tree that has a larger stump diameter than it; and the larger tree is not designated for cutting. The required end-result spacing is a maximum average of **22** feet.
- (b) The tree is Marked with **blue** paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at in a horizontal plane at ground level on the high side of the stump.

No tree greater than or equal to **21.0** inches stump diameter, measured at ground level, shall be cut, unless Marked with **blue** paint. Unit boundaries and other trees that shall be left uncut are Marked with **orange** paint.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than **14** feet wide with **70** foot spacing (measured from center of skid trail). Quantities of trees located in skid trails **are** Included Timber under AT2.

Sale Name: Bynum Branch

CT5.13# - ROAD COMPLETION DATE (04/2004)

Construction of Specified Roads shall be completed no later than 12/16/2014; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From	To	Completion Date
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Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under BT6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under BT3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under BT5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Purchaser fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under BT6.36 or

(b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

Notwithstanding BT5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

Table CT5.31# - Road Maintenance Requirements**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Before Haul Road Maintenance Specifications									
	From	To		1040	4020								
FS 157	Intersect with Hwy. 76	terminus	5.6	P	P								

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1020	1040								
FS 157	Intersect with Hwy. 76	terminus	5.6		P								

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		1020	1040								
FS 157	Intersect with Hwy. 76	terminus	5.6	P	P								

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Sale Name: Bynum Branch

CT6.3# - SCHEDULE FOR RELEASE OF PAYMENT UNITS (08/2001)

Unless otherwise agreed in writing, no more than two (2) Payment Units may be operated at one time. Upon completion of all contract requirements in a Payment Unit, an additional Payment Unit may be released for cutting if by such release the maximum number of Payment Units specified above, which may be operated at one time, is not exceeded.

The sequence for cutting Payment Units shall be: N/A

CT6.401# - CONDUCT OF LOGGING (09/2004)

Unless otherwise agreed in writing, the Purchaser shall take the following measures to minimize breakage of logs and to protect residual trees and other National Forest resources:

Applicable Within Payment Unit(s) 01 - 03, the skidding pattern shall be approved by Forest Service in advance of felling and main skid roads/trails shall be located on the ground in advance of felling.

N/A To avoid unnecessary turning of logs in Payment Unit(s) N/A, the Purchaser shall fell with the lead of the trees toward skid trails. The Purchaser shall employ directional felling techniques such as wedging, jacking, cable winching, or other methods, as needed to direct the fall of the tree.

Applicable Outside of clearcutting areas and authorized clearings, tractors shall be equipped with a winch to facilitate skidding. Products shall be winched (end-lined) as needed to protect resources or residual trees from unnecessary damage.

N/A In areas shown on Sale Area Map with the symbol W, all ground-based skidding equipment shall be confined to approved skid roads or trails and all Included Timber shall be winched to the skidder before transfer to the log landing. Winching may be required for distances up to N/A feet.

N/A In Payment Unit(s) N/A, skidding of products greater than N/A feet in length is prohibited.

Sale Name: Bynum Branch

CT6.601# - REVEGETATION PLAN AND SPECIFICATIONS (08/2006)

Where soil has been disturbed by Purchaser's operations and vegetation is needed to minimize erosion, Purchaser shall take appropriate measures according to the following specifications or other agreed stabilization measures:

Temporary road cuts, fill slopes, and shoulders shall be seeded and fertilized within 15 days of construction during the seeding season(s).

Temporary road surfaces, landings, and skid trails shall be seeded when not to be used for a period exceeding 60 days during the seeding season(s).

Temporary road cuts, fill slopes, and other soil disturbance within 25 feet slope distance of a streamcourse shall be seeded and mulched within 3 days of the disturbance.

Exposed soil on temporary roads, skid trails and landings no longer needed for the Purchaser's operations shall be seeded and fertilized within 30 days of discontinued use during the seeding season(s). Soil tilling to cover seed may be required under dry site conditions.

Bare areas or roads with soil compaction will require harrowing, disking or ripping. Fertilizer shall be applied and mixed thoroughly with the soil prior to seeding. Due to compaction, it may be necessary to till the soil to a depth of 6 inches or more.

The seeding season(s) shall be during the inclusive listed below, unless otherwise agreed.

See CT6.601# - Revegetation Plan and Specifications, Seeding Season(s) Table

The following kinds and amounts per acre of seed and fertilizer shall be applied, unless otherwise agreed:

See CT6.601# - Revegetation Plan and Specifications, Fertilizer and Seed Table

Applicable Mulch at the rate of 3000 pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required in addition to those specified elsewhere in this contract. Hay, straw, pine straw or shredded bark or other mulch acceptable to the Forest Service may be used as mulching material.

Applicable The Forest Service shall agree to the timing of the seeding operations.

Applicable Seeding operations shall not begin without the presence of a Forest Service representative.

N/A Other revegetation specification: N/A

If the Forest Service performs such work as provided under a written cooperative agreement (16 U.S.C. 572), the Purchaser shall make the following deposit:

See CT6.601# - Revegetation Plan and Specifications, Cooperative Deposit Table

Table CT6.601# – Revegetation Plan and Specifications, Seeding Season(s) Table.

Seeding Season	<u>2/</u> From Date	<u>2/</u> To Date
Early Spring	March 1st	April 15
Spring	April 15th	June 15th
Fall	August 1st	October 15th

Table CT6.601# – Revegetation Plan and Specifications, Fertilizer and Seed Table.

Early Spring Season	Lbs/Acre	Spring Season	Lbs/Acre
Kobe Lespedeza	30	Brown Top Millet	30
Brown Top Millet	15	10-10-10 or equivalent	500
10-10-10 or equivalent	500		

Fall Season	Lbs/Acre
Ladino Clover	5
Red Clover	10
Annual Rye	30
Wheat	30
10-10-10 or equivalent	500

Table CT6.601# – Revegetation Plan and Specifications, Cooperative Deposit Table

Lump Sum Amount	Amount Per Unit of Volume
N/A	N/A

Sale Name: Bynum Branch

CT6.63# - TEMPORARY ROADS (08/2004)

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the seeding season(s) listed in CT6.601#.

Applicable Unless otherwise agreed in writing, Temporary Road construction shall not be scheduled to occur outside the Normal Operating Season(s) listed in AT13.

The location and clearing widths of all Temporary Roads shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. Temporary roads shall follow the general contour insofar as practical with maximum grades not to exceed 15 percent for lengths up to 100 feet. Construction shall include frequent broad-based dips or breaks in grade as necessary to remove runoff from the road. Clearing width shall not exceed that needed for safe and efficient operations, and the travel way shall not exceed 12 feet except at turnouts and landings. Crossings shall be located perpendicular to any stream or drainage.

Concurrent with Temporary Road construction, the Purchaser shall install straw or hay bales, silt fence or brush/slash barriers at the base of the fill along Temporary Roads adjacent to Streamcourses and at other sensitive areas shown on Sale Area Map per the following requirements:

See Table CT6.63# - Temporary Roads, Silt Barrier Table

At Streamcourse crossings, cut and fill slopes and other disturbed areas within 25 feet slope distance of the Streamcourse shall be protected by seeding and mulching the same day construction occurs

As necessary to attain stabilization of roadbed and cut and fill slopes of Temporary Roads, the Purchaser shall employ such measures as outsloping, revegetation, mulching, drainage dips, water spreading ditches and silt barriers.

Unless otherwise agreed, cut banks and fill slopes shall be sufficiently sloped to facilitate revegetation.

The Purchaser shall place and maintain the following depth of gravel or crushed stone on all Temporary Roads at the following locations:

See Table CT6.63# - Temporary Roads, Gravel Requirements Table

Purchaser shall maintain all erosion control structures such as silt barriers, water-spreading ditches and broad based dips in a functional condition during Purchaser's Operations. Purchaser shall stabilize and close to vehicular traffic all Temporary Roads prior to periods of inactivity.

Except for Temporary Roads to remain open under BT6.631, after a Temporary Road has served Purchaser's purpose, the Purchaser shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, out-slope roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by Forest Service unless agreed otherwise in writing. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

Table CT6.63# Temporary Roads, Silt Barrier Table

Side Slope Percent	Distance From Streamcourse
10	50 feet

Table CT6.63# Temporary Roads, Gravel Requirements Table

Location	Distance (feet)	Percent Grade	No. Inches of Gravel or Crushed Stone
Approaches to surfaced roads for a distance back from the surfaced road.	100	N/A	3" #4 stone
Streamcourse crossings for a distance on either side of the Streamcourse.	50	N/A	3" #4 stone
Steep grades of short distances	N/A	>10%	3" #4 stone
Wet or erosive prone soils	N/A	N/A	3" #4 stone
Dips, moist sites, erosive prone soils, and fills over culverts	25	N/A	3" #4 stone

Sale Name: Bynum Branch

CT6.7# - SLASH TREATMENT (08/2004)

Slash is defined as all vegetative debris resulting from the Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed-out stumps, damaged brush, and damaged residual trees. Tops from felled trees and all trees to be removed from roads, landings, or other construction clearings shall be completely felled and not left leaning or hanging in other trees. Slash associated with construction of Specified Roads is construction slash subject to treatment according to road construction specifications.

Other Ownership. The Purchaser shall conduct operations so that slash does not enter non-National Forest System lands, as shown on Sale Area Map. In event slash is deposited on other ownership, the Purchaser shall immediately remove such slash. The Contracting Officer may agree in writing to other treatment requirements if the Purchaser provides a written slash disposal agreement between the Purchaser and the landowner.

Roads and Other Clearings. Along roads available for public use the Purchaser shall immediately remove slash from traveled surfaces, shoulders, and drainage facilities. Other slash along roads available for public use and all slash along roads not available for public use shall be removed from the clearing limits within four days after adjacent skidding or yarding to each landing is complete. In areas where skidding or yarding is delayed or interrupted, slash shall be removed within ten days after being created.

Trails open to public use shall be kept free of slash. Slash within the clearing limits of powerlines, telephone lines, pipelines, and similar clearings shall be removed within ten days after adjacent skidding or yarding to each landing is substantially complete.

Slash removed from roads and other clearings shall be scattered outside the clearing limits, or otherwise disposed of as agreed. The time requirements for completion of slash removal may be changed by written agreement, except where immediate removal is required.

Other Treatment Areas. The Purchaser shall complete slash treatment in other areas as described below. The Forest Service and the Purchaser shall jointly agree to a schedule for completion of such slash treatment, which shall be included in the Purchaser's Annual Operating Schedule required under BT6.31.

Applicable At or adjacent to log landings, delimbing areas, and similar areas of slash accumulation within All Payment Units, concentrations of slash greater than three (3) feet in height and twenty (20) feet in length, measured at greatest distances, shall be lopped and scattered within the unit, concurrent with operations

Slash treatments described below are required at locations shown on the Sale Area Map by the following symbols:

See Table CT6.7# - Slash Disposal, Slash Disposal Requirements Table

CT6.7# - Slash Treatment Table

Map Symbol	Title	Treatment
sss	Slash Treatment Zone	Within areas along the Ridge and Valley Scenic Byway in Payment Unit 01 and along Payment Unit boundaries adjoining private lands in Payment Units 04 and 05, Purchaser shall lop and scatter all slash to lie within 3 feet of the ground. The boundary of such treatment zone shall be 50 feet measured from the edge of said feature(s).

Sale Name: Bynum Branch

CT7.202# - FIRE FIGHTING EQUIPMENT (08/2001)

When the Forest Service advises the Purchaser that local fire weather conditions are becoming critical, the Purchaser shall keep with gasoline chain saws at all times shovels, fire rakes and chemical fire extinguishers and take precautionary measures requested by the Forest Service. The Purchaser shall act as custodian of fire fighting equipment furnished by the Forest Service. Equipment shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Sale Area. The Forest Service shall be reimbursed for any damage to or loss of fire fighting equipment furnished by the Forest Service, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.

CT8.23# - ADDITION OF NET GROWTH (08/2004)

In event of Contract Term Extension, net growth shall be added to all uncut designated timber, except on the partially cut Payment Units exempt from redetermined rates under BT3.1. On the partially cut Payment Units to which redetermined rates apply under BT3.1, the Forest Service shall determine the approximate percentages of area remaining uncut. These percentages shall be applied to the original estimates of timber quantity in each Payment Unit to determine the approximate quantity of designated timber remaining in each Payment Unit. The growth percentages listed herein shall be applied to these estimated remaining quantities to obtain total net growth of uncut timber in the partially cut Payment Units. For both un-entered and partially cut Payment Units, the determination of volume subject to addition of growth shall be made as of 45 days prior to the original Termination Date shown in AT12 with no adjustment for any timber subsequently Released for Cutting or cut and removed prior the effective date of Contract Term Extension. Growth shall be calculated on the basis of total number of full growing seasons from the original volume estimate prior to advertisement. December 2013. until the Termination Date, including any Contract Term Adjustment.

Applicable annual growth percents by species or species groups and products are:

See Table CT8.23# - Addition of Net Growth, Percent Growth Table

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

Table CT8.23# - Addition of Net Growth, Percent Growth Table

Species or Species Group	Product	Annual Growth Percent
Pine	Sawtimber	4
Pine	Pulpwood	8
Hardwood	Sawtimber	2
Hardwood	Pulpwood	2